

NAVY HOUSING SERVICE CENTER

HOUSE-HUNTING TIPS

- ◆ Never rent a unit site unseen.
- ◆ Never pay any money if unsure of unit/complex.
- ◆ Check the unit location at night with a partner. Drive through the neighborhood, check for illumination, type of traffic on the street and talk with residents.
- ◆ Be sure the unit is what you want and confirm unit address on the lease, before signing the lease agreement. You may lose your security deposit if you change your mind.
- ◆ Check crime statistics on the city web page (i.e. Norfolk.gov).
- ◆ The SCRA (Servicemembers Civil Relief Act) and VRLTA (Virginia Residential Landlord Tenant Act) which include the “military clause” are federal and state laws created to protect military members in various situations including those involving unfair rental practices.
- ◆ It has come to our attention that some landlords/management companies are including a paragraph in, or an addendum to their leases that require a military member to waive their rights under the above laws.
- ◆ Make sure your lease includes a Military Clause and that there is **no** requirement to sign a SCRA Waiver.
- ◆ SCRA requires the member to give written notice of termination and copy of orders. Termination of the lease is effective 30 days after the first date on which the next rental payment is due and payable after the date on which the notice is delivered.
- ◆ Consult any Navy Housing counselor regarding SCRA.
- ◆ It is imperative that you read and understand all parts of the lease agreement you are signing. If you are unsure about anything, bring your lease into the housing office so that it can be reviewed by a counselor.
- ◆ Ask the real estate agent or landlord about the possibility of paying your security/damage deposit in two installments.
- ◆ Find out when your rent is due each month and how payment is to be made. Most landlords will charge a late fee, if the rent is not paid on time. Rent is normally due on the first of the month.

- ◆ Remember rental history records, credit reports, references, and proofs of income are generally required by the landlords to qualify tenants.
- ◆ Inquire at the nearest Navy Federal Credit Union about the Utility Deposit Guarantee Program, prior to contacting the utility companies.
- ◆ All business transactions with the real estate agent or landlord must be in writing. Be proactive not reactive. Verbal means nothing.
- ◆ If the real estate agent or landlord does not conduct arrival/termination inspections with you, it is suggested that you use the Off-Base Housing Condition and Deposits Record form to list discrepancies and give to the landlord within 5 days of taking possession. This form is available at the Navy Housing Service Center.
- ◆ Obtain renter's insurance to protect personal belongings and make sure it includes liability.
- ◆ Member must comply with lease requirements in giving notice to vacate (i.e. 30/60 day notice). Check the lease for the number of days required. Failure to do so may result in extra expenses and loss of deposit. Vacate notice takes effect on the first day of the month after notice is given. Vacate notice must be in writing.
- ◆ By Virginia law, the tenant must request, in writing, permission to be present at the final checkout inspection
- ◆ Take your lease and your Check-In Condition Report with you to your final checkout inspection. This will eliminate potential problems.
- ◆ If you are sharing a rental unit with other military personnel, check with the real estate agent or landlord regarding your responsibility for the balance of the lease if your roommate(s) is/are transferred before you, or the possibility of vacating without a penalty at the same time.
- ◆ You must leave the rental unit in clean, undamaged condition to insure a full refund of your security/damage deposit. The landlord has 45 days to refund your security/damage deposit.
- ◆ Information and Referral assistance is available at the nearest Navy Housing Service Center. You may reach us by logging onto www.cnmc.navy.mil/housing, or by calling one of the following service centers:

NSA Hampton Roads/NAVSTA Norfolk	(757) 445-2832/Toll-free (800) 628-7510
JEB Little Creek-Fort Story	(757) 462-3219/7069/8939
NAS Oceana	(757) 433-3068/3221/3068
NWS Yorktown	(757) 847-7806/Toll-free (800) 704-5488

PROTECT YOUR RIGHTS AS A RENTER

Whether it's your first apartment or move from one rental to another, here are 10 tips every tenant should know:

1. The best way to win over a prospective landlord is to be prepared. Bringing the following information when you meet prospective landlords will give you a competitive edge over other applicants: a completed rental application; written references from landlords, employers, friends and colleagues; and a current copy of your credit report.
2. **Take your lease to the Navy Housing Service Center or Navy Legal for careful review of all the important conditions of the tenancy before you sign on the dotted line.** Your lease or rental agreement may contain a provision that you find unacceptable – for example, restrictions on guest, pets, design alterations or running a home business.
3. To avoid disputes or misunderstanding with your landlord, get everything in writing. Keep copies of any correspondence and follow up an oral agreement with a letter, setting out your understanding. For example, if you ask your landlord to make repairs, put your request in writing and keep a copy for yourself. If the landlord agrees orally, send a letter confirming this.
4. Protect your privacy rights. Next, to disputes over rent or security deposits, one of the most common and emotion filled misunderstanding and tension between a landlord's right to enter a rental unit and a tenant's right to be left alone. If you understand your privacy right (for example, the amount of notice your landlord must provide before entering), it will be easier to protect them.
5. Know your rights to live in a habitable rental unit - and don't give them up. The vast majority of landlords are required to offer their tenants livable premises, including adequate weatherproofing; heat, water and electricity; and clean, sanitary and structurally safe premises. If your rental unit is not kept in good repair, you have a number of options, ranging from withholding a portion of the rent, to paying for repairs and deducting the cost from your rent to calling the building inspector (who may order the landlord to make repairs), to moving out without liability for your future rent.
6. Keep communication open with your landlord. If there's a problem – for example, if the landlord is slow to make repairs – talk it over to see if the issue can be resolved short of a nasty legal battle.
7. Purchase renter's insurance to cover your valuables. Your landlord's insurance typically costs \$350 a year for \$50,000 policy that covers loss due to theft or damage caused by other people and covers you if you're sued by someone who claims to have been injured in your rental due to your carelessness.
8. Make sure the security deposit refunds procedures are spelled out in your lease or rental agreement. To protect you and avoid any misunderstanding, make sure your lease or rental agreement is clear on the use and refund of security deposits, including allowable deductions.
9. Learn whether your building and neighborhood are safe, and what you can expect your landlord to do about it if they aren't. Get copies of any state or local laws that require safety devices such as deadbolts and window locks, check out the property's vulnerability to intrusion by a criminal and learn whether criminal incidents have already occurred on the property or nearby. If a crime is highly likely, your landlord may be obligated to take some steps to protect you.
10. Know when to fight an eviction notice – and when to move. Unless you have the law and provable facts on your side, fighting an eviction notice is usually shortsighted. If you lose an eviction lawsuit, you may end up hundreds (even thousands) of dollars in debt, which will damage your credit rating and ability to easily rent from future landlords.



Region Legal Service Office, Mid Atlantic Legal Assistance Department

Lease Termination under the SCRA and Virginia law

Waiver

VRLTA – The Virginia Residential Landlord Tenant Act cannot be waived.

SCRA – The SCRA can be waived if, for example, the lease states that you waive your SCRA rights. **DO NOT WAIVE YOUR SCRA RIGHTS WITHOUT LEGAL ADVICE.**

Termination

VRLTA and SCRA – Terminating the lease under both of these laws end the contract. Lease termination under these laws is not a breach or failure to fulfill the contract and the landlord may not impose damages or collect repayment of the concession fee.

Coverage

VRLTA – Applies to all residential leases.

SCRA – Applies to all premises occupied, or intended to be occupied, by a servicemember or a servicemember's dependents for a residential, professional, business, or agricultural purposes.

Basis for Termination

VRLTA – Temporary duty (TDY) or deployment sending the servicemember more than 35 miles away from residence for more than three months; Permanent Change of Station (PCS) orders more than 35 miles from home; discharge; or ordered to government quarters (resulting in the forfeiture of BAH).

SCRA – Deployment more the 90 days (no distance limitation) or PCS (no distance limitation).

Impact on Dependents

VRLTA – Does not provide dependents with permission to terminate lease obligations.

SCRA – Dependents on the lease with the servicemember may terminate their lease obligations.

Notice

VRLTA and SCRA – Deliver written notice of termination (not e-mail or text) to landlord. Notice should specify the termination date. Provide a copy of the orders to the landlord prior to the termination date.

Date of Termination

VRLTA – Must wait 30 days from the day the next rental payment is due after notice is delivered. For example, if notice is given on July 3rd, and rent is next due on August 1st, termination date is August 31st. Termination date must also be within 60 days of departure date specified in orders.

SCRA – Must wait 30 days from the day the next rental payment is due after notice is delivered. For example, if notice is given on July 3rd, and rent is next due on August 1st, termination date is August 31st.

Damages

VRLTA – Landlord may not charge “liquidated damages” (preset fees for early termination or damages).

SCRA – No early termination fee.

Enforcement

VRLTA – Private cause of action by servicemember.

SCRA – U.S. Department of Justice action, private cause of action, attorney fees to servicemember.

Orders

VRLTA – Official orders or a signed letter, confirming the orders, from commanding officer.

SCRA – Official military orders or any notification, certification, or verification from the commanding officer.

This handout is for information purposes only and is not intended to be legal advice. If you need legal advice and assistance you may see legal advice from your Legal Assistance Office. Legal Assistance Offices can be located at <http://legalassistance.law.af.mil/content/locator.php>



Region Legal Service Office, Mid Atlantic Legal Assistance Department

Virginia: Termination of Lease by Servicemembers

1. The **Virginia Residential Landlord and Tenant Act (VRLTA)** provides for early termination of a rental agreement by military personnel under certain conditions.
2. **Applicability and waiver:** Military termination provisions apply to all leases even if a provision allowing early termination is not expressly included in the lease. Additionally, unlike the Servicemembers Civil Relief Act, the ability to terminate a lease early cannot be waived by the tenant.
3. **Conditions for termination:** Any member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard may terminate his or her rental agreement if the member:
 - a. Receives permanent change of station (PCS) orders to depart 35 miles or more (radius) from the location of the dwelling unit;
 - b. Receives temporary duty orders (TDY) (or orders to deploy) in excess of three months' duration to depart 35 miles or more (radius) from the location of the dwelling unit (the Joint Travel Regulations and Navy Regulations specify that deployment is a type of TDY);
 - c. Is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard (the Joint Travel Regulations specify that separation from active duty is a PCS order); or
 - d. Is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.
4. **Written Notice Required:** Servicemembers must provide the landlord a written notice of termination (not e-mail or text) effective on a specific date stated in the notice. Prior to the termination date, the servicemember shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer. Notice should be sent by certified mail or hand delivered. Make sure to keep a receipt.
5. **Effective termination date:** The earliest date for termination is 30 days after the date on which the next rental payment is due. For example, notice delivered on February 20th (rent due on March 1st) results in a lease termination date of March 31st. The termination date can be after the 30 days, for example April 15th, but cannot be less than 30 days. The termination date cannot be more than 60 days prior to the date of departure necessary to comply with the official orders.
6. **Damages:** The landlord may not charge liquidated damages (preset fees) as a result of the termination may not charge for normal wear and tear on the property due to occupancy.

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CONDUCT THOROUGH INSPECTION BEFORE MOVING INTO NEW APARTMENT

Are you ready to move into your new apartment? Before you settle in, inspect your new apartment to document any pre-existing problems, this will give you a chance to get problems fixed. Ideally you should inspect your apartment before moving any of your belongings in.

Here's how:

1. Get a pad of paper or notebook and a pen or pencil.
2. Inspect all the walls and ceilings. Make a note of any dents; holes or cracks in the plaster; scuff marks that don't rub off; and tears, bubbles or peeling wallpaper.
3. Inspect all the floors: make a note of stains or discoloration in carpets; tears in linoleum; cracked or chipped tiles; and dents, scuffs or stains on hardwood floors.
4. Inspect all trim (including moldings, door and window sills and door and window frames) for stains, crack, leaks or other problems.
5. Inspect all electrical outlets and lights to make sure they are functioning; pay close attention to any two or three-way light switches and dimmers.
6. In the bathrooms: make sure all faucets (hot and cold) work without leaking; inspect for chips or scratches in fixtures and tile; inspect walls around the tub for "sponginess", and check counter tops for dents, scratches, or stains.
7. In the kitchen: make sure all faucets (hot and cold) work without leaking; inspect for chips or scratches in fixtures and tile; inspect counter tops for dents, scratches, or stains; and make sure all appliances work and are clean.
8. Make sure all exterior doors and windows work, seal properly, and have functioning locks; be especially alert to evidence of water infiltration.
9. If you have a deck, balcony or patio, inspect it for chipped flagstone, warped or cracked boards, or problems with exterior siding.
10. If you have a storage area, make sure it is cleaned out and that the locks are secure.
11. Check all smoke and carbon monoxide detectors.
12. If your landlord gave you an apartment inspection sheet, complete it noting all problems, no matter how small; if he didn't, write a formal letter noting the problems you found. Make a copy and give it to the landlord within 5 days.
13. Request that your landlord repair any problems you want taken care of as soon as possible.
14. Take pictures of the apartment before you move in and any discrepancies that are found. Video taping during your check-in inspection will provide a visual accompaniment to your written notes.
15. Keep copies of all correspondence between you and your landlord. Remember to get everything in writing.
16. Have a friend help - four eyes are better than two.

ISSUE RESOLUTION

Navy Housing Service Centers (HSCs) provide support with issue resolution for customers living in military, privatized and community housing.



We stand ready to serve as your:

- Navy advocate for you and your family when housing maintenance, health or safety issues arise
- Independent mediator to help you and your landlord communicate when there is an issue and facilitate a mutually-agreed upon resolution
- Liaison to military leadership and legal offices to address issues that cannot be resolved using our services



**Scan to find
your local HSC**

**Contact your HSC if you have a housing complaint
or need resolution on a housing issue.**

www.cnlic.navy.mil/Housing

HOW CAN WE HELP?

PRIVATIZED HOUSING RESOLUTION PROCESS

ANY RESIDENT SUGGESTION, CONCERN OR COMPLAINT IS IMPORTANT!

STEP 1

REPORT ISSUE

CONTACT YOUR LOCAL
PPV PROPERTY
MANAGER

STEP 2

ISSUE UNRESOLVED

CONTACT YOUR LOCAL
NAVY HOUSING SERVICE
CENTER (HSC) OR CHAIN
OF COMMAND

*Navy
Housing*

FIND YOUR LOCAL HSC:
cnic.navy.mil/ContactHousing

HAMPTON ROADS

NEIGHBORHOODS AND SERVICE CENTERS



Naval Station Norfolk Neighborhoods

- Whitehurst
- Willoughby
- H-Quarters
- SP Enlist
- Flag Housing

Naval Station Norfolk Service Center

7924 14th Street Bldg. SDA-337

Norfolk, VA 23505

Hours: Mon-Fri 0700-1600

(757) 445-2832

Toll Free: (800) 628-7510

NorfolkHousing@navy.mil

JEB Little Creek-Fort Story Neighborhoods

- Sandpiper
- Shelton
- Wellings
- Bradford Cove
- Osprey
- Port Lyautey
- Gela Court

JEB Little Creek-Fort Story Service Center

2600 Tarawa Court,

Bldg. 1602, Suite 102 Virginia Beach, VA 23459

Hours: Mon-Fri 0700-1600

(757) 462-8939/7069

LittleCreekHousing@navy.mil

NAS Oceana Neighborhoods

- Wadsworth Shores
- Midway M
- Midway II
- Bell House
- Windmills Walk
- Fairway Crescent

NAS Oceana Service Center

1596 Tomcat Blvd., Bldg. 280

Virginia Beach, VA 23460

Hours: Mon-Fri 0730-1600

(757) 433-3368/3221/3068

Oceanhousing@navy.mil

NSA Hampton Roads Neighborhoods

- Ben Moreell
- JFSC
- Norwich Manor
- Castle Acres
- Queens Way
- Lafayette River Annex

NSA Hampton Roads-Northwest Annex

- Pecan Crescent
- Carolina Meadows
- Cypress Way

NSA Hampton Roads Service Center

7924 14th Street Bldg. SDA-337

Norfolk, VA 23505

Hours: Mon-Fri 0700-1600

(757) 445-2832

Toll Free: (800) 628-7510

NSAHamptonRoadsHousing@navy.mil or

NWAnnexHousing@navy.mil

NWS Yorktown Neighborhoods

- Kiskadee Village
- Mason Row
- Covenant Trace
- Hamilton Redoubt

NWS Yorktown Service Center

1970 Von Steuben Drive Newport News, VA 23603

Hours: Mon-Fri 0800-1600

(757) 847-7806

YorktownHousing@navy.mil

Norfolk Naval Shipyard Neighborhoods

- New Gosport
- Stanley Court
- Quarters A
- Quarters B

Norfolk Naval Shipyard Service Center

7924 14th Street Bldg. SDA-337

Norfolk, VA 23505

Hours: Mon-Fri 0700-1600

(757) 445-2832

Toll Free: (800) 628-7510

portsmouthvahousing@navy.mil

HOME FINDING SERVICES

Navy Housing Service Centers (HSCs) are dedicated to helping you find the right home for you and your family. Your local HSC provides counseling, listing and lease review services.

Home Finding Services include:

- **Home Finding Counseling:** We will assess your needs and counsel you about your available housing choices, local Basic Allowance for Housing (BAH)/Overseas Housing Allowance (OHA), utility rates, renter's insurance rates and other programs.
- **Listings Management:** We maintain community housing listings (including privatized military housing) at each installation that meet suitability, safety and affordability criteria for military members.
- **Lease Services:** Trained HSC staff review leases, provide sample leases and assist in the negotiation of leases, if needed.



**Find out how
your local HSC
can help you!**

Are you a property owner/manager looking to rent to the military community? Contact us to find out how to list your rental home or properties with your local HSC!

www.cnic.navy.mil/Housing

Home Finding Services ★ Inspection Services
Issue Resolution ★ Cost Savings Programs

CNIC
• FLEET • FIGHTER • FAMILY

Community Housing Move-In Checklist

Service members should always insist on a move-in inspection with their landlord prior to taking occupancy of a rental unit. Keep a copy on hand for move-out.

Tenant(s):

Landlord:

Address:

Inspection Date:

Move-in Date:

BEDROOMS	CONDITION/COMMENTS
# of Bedrooms	
Floor	
Walls	
Ceiling	
Doors	
Windows	
Screens	
Shades/Blinds	
Closet	
Electrical Fixtures	
Light Bulbs	
Ceiling Fan	
Other:	

LIVING ROOM	CONDITION/COMMENTS
Floor	
Walls	
Ceiling	
Doors	
Windows	
Screens	
Shades/Curtains	
Electrical Fixtures	
Light Bulbs	
Other:	

BATHROOMS	CONDITION/COMMENTS
# of Bathrooms	
Floor	
Walls/Tile	
Ceiling	
Doors	
Cabinets	
Drawers	
Sink	
Shelves	
Mirror	
Tub/Shower	
Caulking	
Counter	
Fan	
Bowl/Seat	
Towel Rack	
Window	
Electrical Fixtures	
Light Bulbs	
Other:	

NUMBER OF KEYS	COMMENTS
Front Door	
Mailbox	
Other:	

KITCHEN	CONDITION / COMMENTS
Floor	
Walls	
Ceiling	
Doors	
Windows	
Screens	
Shades/Curtains	
Cabinets	
Drawers	
Sink	
Counters	
Fan/Light	
Electrical Fixtures	
Light Bulbs	
Other:	

REFRIGERATOR	CONDITION/COMMENTS
Fridge/Parts	
Freezer/Parts	
Outside	
Light	
Other:	

STOVE/OVEN	CONDITION/COMMENTS
Outside	
Burners	
Vent	
Timer/Controls	
Surface	
Light	
Racks	
Drip Pan	
Other:	

DISHWASHER	CONDITION/COMMENTS
Inside/Parts	
Outside	
Controls	
Other:	

MECHANICAL	CONDITION/COMMENTS
CO Detector	
Smoke Detector	
Thermostat	
Furnance	
A/C	
Water Heater	
Washer	
Dryer	
Other:	

OTHER LIVING AREAS*	CONDITION/COMMENTS
Floor	
Walls	
Ceiling	
Doors	
Windows	
Screens	
Shades/Blinds	
Closet	
Electrical Fixtures	
Light Bulbs	
Ceiling Fan	
Other:	
Other:	
Other:	
Other:	

* Other living areas include dining room, basement, etc.

OUTDOOR AREAS **	CONDITION/COMMENTS
Floor	
Walls	
Ceilings	
Electrical Fixtures	
Light Bulbs	
Garage Door	
Yard	
Other:	

** Outdoor areas include porches, yard, garage, etc.

Tenant Signature:

Date:

Landlord Signature:

Date: